

INTERGOVERNMENTAL MAINTENANCE AGREEMENT

BETWEEN

- ECS FILE: JPA-79-08

THE STATE OF ARIZONA

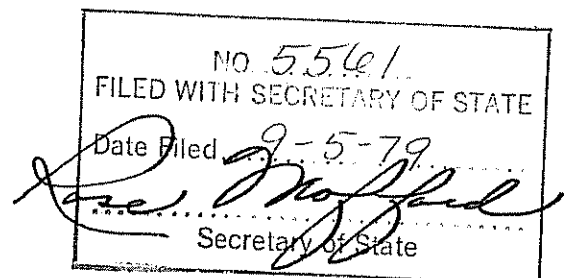
AND

THE TOWN OF HAYDEN

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the TOWN OF HAYDEN, a municipal corporation hereinafter called "TOWN".

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the TOWN is empowered by Arizona Revised Statutes Section 9-672, to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said TOWN.



Attached to this Agreement and incorporated herein by reference as Exhibit "B" is a copy of the written determination of the appropriate attorney that the TOWN is authorized under the law of this State to enter into this Agreement and that it is in proper form.

WHEREAS, it is to the mutual benefit of the STATE and the TOWN to enter into an agreement covering the maintenance of these certain State Highways known as S. R. 177 (milepost 136.59 to 138.00) which is State Highway of the STATE OF ARIZONA and which traverse the said TOWN OF HAYDEN over those certain streets which form the necessary and convenient links for the connection of sections of the aforesaid State Highway and for carrying of such State Highways through said TOWN, as more particularly set forth upon the map attached hereto and marked Exhibit "C", and by reference made a part hereof.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The TOWN shall set aside sufficient funds to accomplish the maintenance responsibilities set forth in this agreement.
2. The STATE shall set aside sufficient funds to accomplish the maintenance and betterment responsibilities within the TOWN as set forth by this agreement.

3. That the STATE, acting by and through its Department of Transportation shall, except as otherwise expressly provided in this agreement, have jurisdiction and control over and be responsible for the maintenance and any needed betterments of the highways as delineated upon the map attached hereto and marked Exhibit "C", said jurisdiction, control and responsibility to include:

- a. Betterment of reconstruction of roadway, curbs, sidewalks, medians and channelization.
- b. Bridges and drainage.
- c. Guardrails and fences.
- d. Transportation permits, such as overweight, overwidth, and overheight as prescribed by law.
- e. Routine maintenance of roadway and curbs.
- f. Permits for highway right of way encroachments and use.
- g. Removal of snow, sand, rock and other debris caused by slides or other causes.
- h. Traffic control devices, including signs, striping and marking (except street name and parking).

4. That the TOWN shall, except as otherwise expressly provided in this agreement have jurisdiction and control over routine maintenance of:

- a. Sidewalks
 - b. Sprinkling
 - c. Street lighting (other than safety lighting).
 - d. Street name signs
 - e. Parking signs. Approved crosswalks, parking lane striping and curb markings after initial installation.
5. That the TOWN shall not allow snow, sand, rocks or other hazardous debris to be dozed or swept onto State Highways.
6. That the regulations as set forth on the "Authorized Position of Advertising Signs Along State Highway Right of Way" shall be adhered to as a minimum by the TOWN. A copy of said regulations is attached hereto and marked Exhibit "D", and by reference made a part hereof.
7. That the TOWN shall furnish adequate evidence of full liability and property damage insurance on all employees engaged in performing duties heretofore agreed to on the State Highway right of way. The TOWN will maintain the insurance for the period of this agreement. A copy of the policy is attached hereto and marked Exhibit "E" and by reference made a part hereof.

8. That the TOWN will provide traffic control in accordance with the Arizona Department of Transportation Traffic Control Manual for Highway Construction and Maintenance during all maintenance operations by the TOWN on the State Highway right of way.
9. All work performed under the provisions of this agreement shall be performed in a manner satisfactory to the Department of Transportation.
10. It is understood that this Agreement will cancel and supersede any previous Agreements for street maintenance, and betterment on those State Highways which traverse within the boundaries of the TOWN.
11. This Agreement shall be filed with the Secretary of State and shall become effective on the 1st day of January, 1979, but in no event prior to its being filed with the Secretary of State.
12. It is understood that this Agreement may be amended, or supplemented, by mutual consent of the parties hereto at any time with all other conditions set forth remaining in effect.
13. This Agreement shall remain in force and effect until midnight December 31, 1979, and shall there-

after be automatically renewed for successive periods of one (1) year, unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial expiration date, or of any renewal date hereof, cancelling said Agreement. In event of such notification and upon expiration of the term during which notice is given, this Agreement shall thereupon become of no further force and effect.

14. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.
15. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.
16. All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor pursuant to Arizona Revised Statutes Section 38-511.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

BY: *J. B. Mertz* 9-4-79
Chief Deputy State Engineer

TOWN OF HAYDEN


ATTEST "

Spencer Madril
Clerk

BY: *J. M. Mertz*
TITLE: MAYOR

RESOLUTION

Be it resolved on this date 9/4/79 I,
W. A. ORDWAY, the below undersigned Director, Department
of Transportation, have determined that it is to be to
the advantage of the State of Arizona that the Department
of Transportation, acting by and through the Highways
Division, and the Town of Hayden, enter into the inter-
governmental agreement for the purpose of maintaining
certain State Highways known as S. R. 177 (milepost 136.59
to 138.00), which is a State Highway of the State of
Arizona and which traverse the said Town of Hayden over
those certain streets which form the necessary and con-
venient links for the connection of sections of the afore-
said State Highways and for carrying of such State Highways
through said Town.


W. A. ORDWAY, DIRECTOR
Arizona Department of Transportation



OFFICE OF THE
Attorney General

1801 WEST JEFFERSON STREET
FOURTH FLOOR
PHOENIX, ARIZONA 85007

ROBERT K. CORBIN
~~XXXXXXXXXXXX~~
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 79-623 which is an agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 20th day of August, 1979.

ROBERT K. CORBIN
Attorney General

ALBERT MORGAN
Assistant Attorney General

RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF HAYDEN, ARIZONA, TO ENTER INTO INTERGOVERNMENTAL MAINTENANCE AGREEMENT WITH THE STATE OF ARIZONA AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT;

WHEREAS, the Mayor and Common Council of the TOWN of HAYDEN find that the within Resolution is in the interests of the TOWN OF HAYDEN;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the TOWN OF HAYDEN, that the TOWN enter into a Intergovernmental Maintenance Agreement with the State of Arizona acting by and through the Arizona Department of Transportation to be effective on the 1st day of January, 1979, but in no event prior to being filed with the Secretary of State;

BE IT FURTHER RESOLVED that the Mayor of the TOWN of HAYDEN is authorized to execute said agreement on behalf of the TOWN.

PASSED AND ADOPTED by the Mayor and Common Council of the TOWN OF HAYDEN this Date: April 16, 1979

Camelita C. Herb
MAYOR

ATTEST:

Sylvia Madrid
Clerk/Manager

APPROVED AS TO FORM:

[Signature]
Attorney

EXHIBIT "A"

DATE: Monday, April 16, 1979

RECEIVED
MAY 14 1979

DISTRICT VII OFFICE

TO: HAYDEN TOWN COUNCIL
FROM: TOWN/CITY ATTORNEY
RE: INTERGOVERNMENTAL MAINTENANCE AGREEMENT
BETWEEN THE STATE OF ARIZONA AND THE
TOWN OF HAYDEN

I have determined that the above agreement
is in proper form and that the TOWN is authorized
under the laws of the State of Arizona to enter into
it.

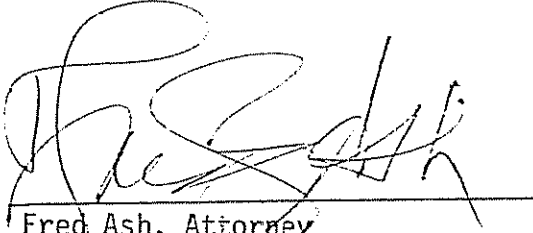

Fred Ash, Attorney

EXHIBIT "B"

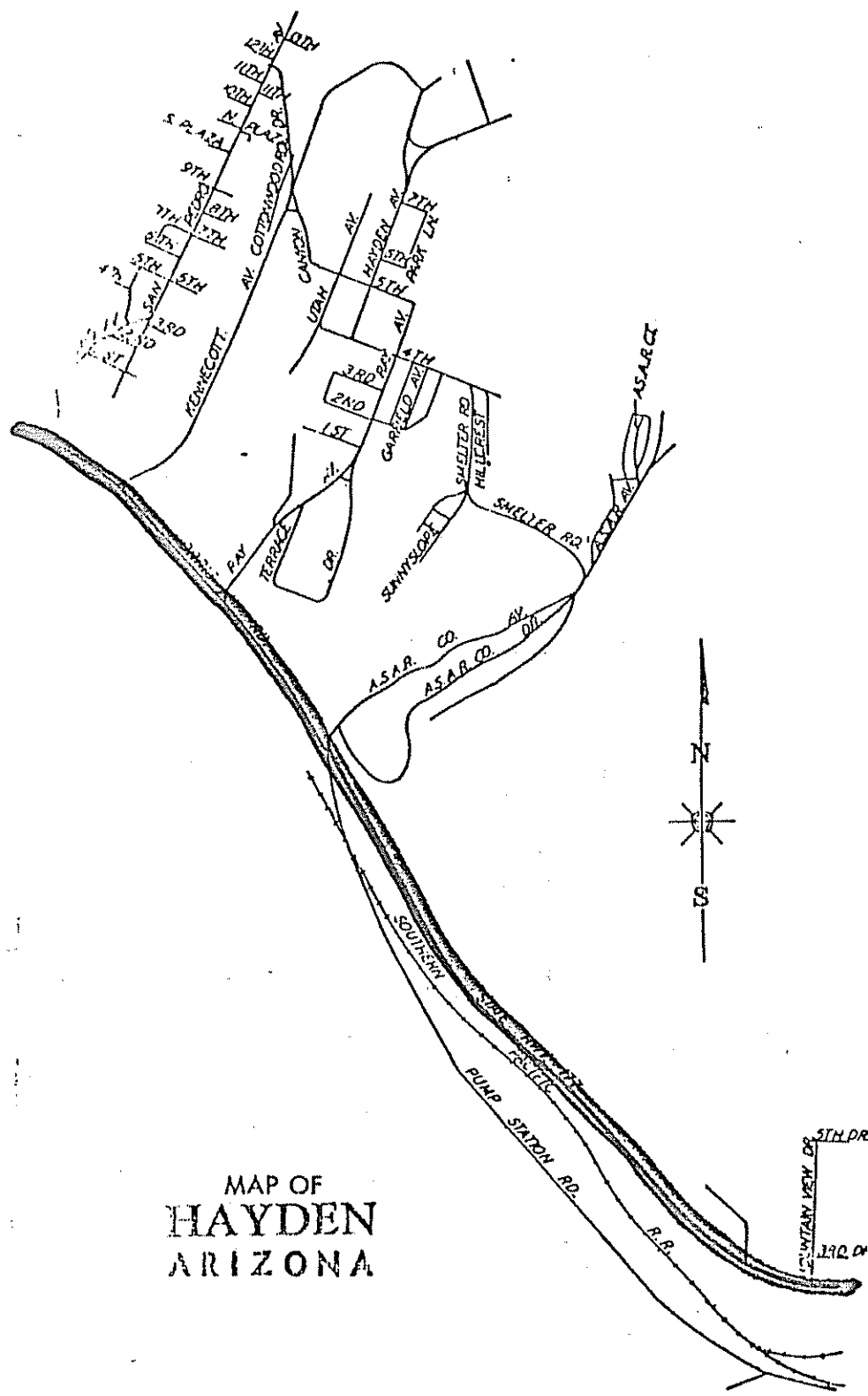
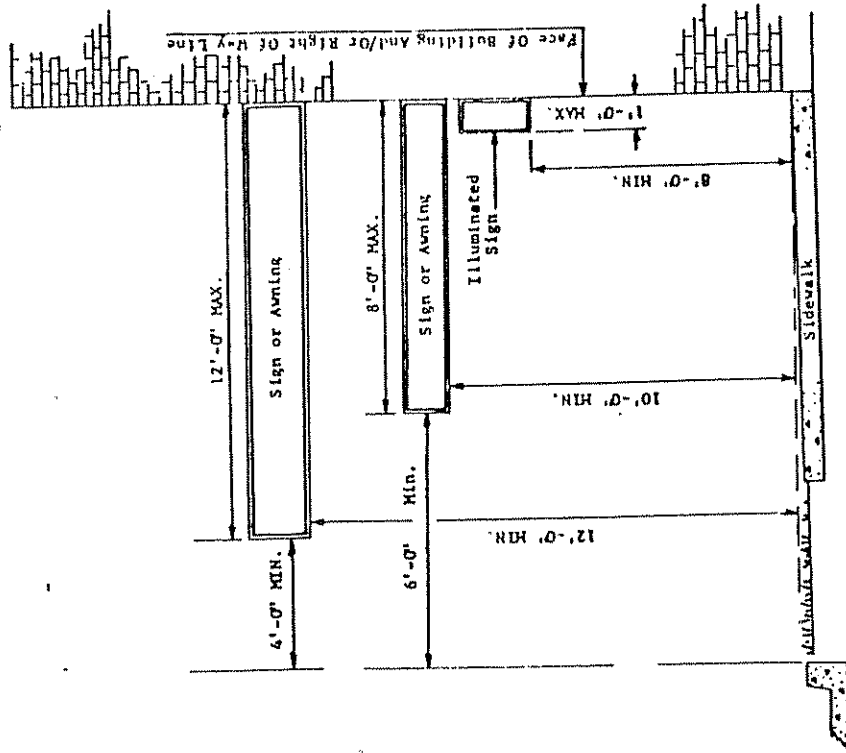


EXHIBIT "C"

GENERAL NOTES

1. A permit is required for all encroaching overhanging signs and awnings. These signs and awnings are permitted in curbed urban sections for on premise advertising.
2. No advertising signs are allowed on any Interstate or Rural highway rights of way. Signs on Frontage Roads within Highway R/W in urban areas are permitted by this standard.
3. Signs with words "Stop", "Slowdown", etc. or signs similar in shape or color to official traffic signs are not permitted.
4. Lengths of signs and awnings may vary as shown except where City or County ordinances provide smaller maximums.
5. Illuminated signs attached to a building facing the R/W are permitted as shown.
6. An outdoor advertising permit is required for off premise signs.
7. Ground supported or portable signs shall not be placed within any right of way areas.



PERMIT NEEDED

DESIGN APPROVED	ARIZONA	REV/DATE
DEPARTMENT OF TRANSPORTATION		
HIGHWAYS DIVISION		
STANDARD PLANS		
APPROVED FOR DISTRIBUTION	PERMIT REGULATIONS	
FOR SIGNS AND AWINGS		

Exhibit "D"

STOCK COMPANY

INSTITUTIONAL POLICY

THE HOME INSURANCE COMPANY

Manchester, New Hampshire



No. IST— 8 51 82 41

IST 8 18 73 64

RENEWAL OF NO.

PHOENIX OFFICE, ARIZONA

Insured's Name and P.O. Address

The Town of Hayden
P.O. Box B
Hayden, Arizona

DECLARATIONS

87805 1 671

Producer's No.

QPC

PREMIUM*

Gross Premium -	\$ -
(includes 1st Yr. Auto. Prem. if applicable)	
less credit, if any, for existing insur.	\$ -
Net Premium -	\$ -
Premium Payable at inception -	\$ 9,225.
Premium Payable at 1st. anniv. -	\$ *
Premium Payable at 2nd. anniv. -	\$ *

*Subject to adjustment as provided herein

7/1/78

Inception (Mo. Day Yr.)

7/1/81

Expiration (Mo. Day Yr.)

3

Years

DESCRIPTION AND LOCATION OF PROPERTY AND OPERATIONS COVERED

8/23/78 ljh

(Loc. No., Bldg. No. — Show location, construction, type of roof, occupancy and type of operations)

Per Page 2a and 2ad attached

The insurance afforded is only with respect to each coverage for which a Limit of Liability or an Amount of Insurance is shown herein or in Declarations made a part hereof, subject to all the terms of this policy (pages 1 through 14 and additional pages and endorsements indicated) having reference thereto.

Section	Limits or Amounts	Coverages
I	\$535,000. \$Included \$ 5,000. \$ 48,124.	A. Real Property B. Personal Property C. Increased Expense (\$5,000 Limit applies unless higher amount shown) D. Scheduled Property
	90 % Coinsurance applies to Coverage(s) A & B	
	\$100. Deductible (\$ Nil Franchise) applies to Peril(s) All Coverage(s) A & B	
	H28536F, H25234F, H22301F, H28752F, H22756F, H20169F	
II	\$Per H28684F each occurrence Attached \$Nil each person \$Nil each accident	E Liability F. Medical Expense
	H26629F, H28681F, I9106, H26230F	
III	Public Employees Endorsement Money and Securities Broad Form	Loss Inside: \$2,500. Loss Outside: \$2,500.
	H9383, H28771F	

Mortgagee Clause: Subject to the provisions of the mortgagee clause attached hereto, loss, if any, under the building coverage under Section I shall be payable to the Insured and:

The John O'Donnell Agency

Countersignature

Date 7/1/78

Agency at Superior, Arizona

Agent

In Consideration of the Provisions and Stipulations Herein or Added Hereto and of the Premium Above Specified (or specified in endorsement attached hereto), this Company, for the term of years shown above from inception date shown above (At Noon Standard Time) to expiration date shown above (At Noon Standard Time) at location of property involved, to an amount not exceeding the amount(s) above specified, does insure the Insured named in the Declarations above and legal representatives, to the extent of the actual cash value of the property at the time of loss but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss without allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair, and without compensation for loss resulting from interruption of business or manufacture, nor in any event for more than the interest of the Insured, against all DIRECT LOSS BY FIRE, LIGHTNING AND OTHER PERILS INSURED AGAINST IN THIS POLICY INCLUDING REMOVAL FROM PREMISES ENDANGERED BY THE PERILS INSURED AGAINST IN THIS POLICY, EXCEPT AS HEREINAFTER PROVIDED to the property described herein while located or contained as described in this policy, or pro rata for the days at each proper place to which any of the property shall necessarily be removed for preservation from the perils insured against in this policy but not elsewhere.

Assignment of this policy shall not be valid except with the written consent of this Company.

This policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this policy, together with such other provisions, stipulations and agreements as may be added hereto, as provided in this policy.

"Exhibit E"